

**DRUGS AND DEVICES ACTIONABLE BECAUSE OF DEVIATION FROM  
OFFICIAL OR OWN STANDARDS**

**3230. Adulteration of chorionic gonadotropin. U. S. v. 116 Vials \* \* \*.**  
(F. D. C. No. 29355. Sample No. 74597-K.)

**LIBEL FILED:** June 7, 1950, Eastern District of New York.

**ALLEGED SHIPMENT:** On or about January 26 and March 2 and 8, 1950, from Orange, N. J.

**PRODUCT:** 116 vials of *chorionic gonadotropin* at Woodside, Long Island, N. Y.

**LABEL, IN PART:** (Vial) "Multiple Dose 10cc Vial Chorionic Gonadotropin 10,000 I. U."

**NATURE OF CHARGE:** Adulteration, Section 501 (c), the strength of the article differed from that which it purported or was represented to possess, namely, 10,000 International Units of *chorionic gonadotropin*. The article was adulterated while held for sale after shipment in interstate commerce.

**DISPOSITION:** August 11, 1950. Default decree of condemnation and destruction.

**3231. Adulteration and misbranding of Bantex cohesive gauze bandages. U. S. v. 38 Boxes \* \* \*.** (F. D. C. No. 29405. Sample No. 71324-K.)

**LIBEL FILED:** July 20, 1950, Southern District of California.

**ALLEGED SHIPMENT:** On or about May 15, 1950, by Brasel Products, Inc., from Batavia, Ill.

**PRODUCT:** 38 boxes of *Bantex cohesive gauze bandages* at Los Angeles, Calif.

**RESULTS OF INVESTIGATION:** Examination showed that the article was contaminated with micro-organisms. Statements in the labeling such as "Bantex Cohesive Gauze may be used instead of plain gauze" and "this gives the wound adequate protection" imply that the article was sterile and therefore suitable for such uses.

**LABEL, IN PART:** (Box) "Bantex Cohesive Gauze Bandage 10 Yard Rolls Totaling 12" of Width 12-1."

**NATURE OF CHARGE:** Adulteration, Section 501 (c), the purity and quality of the article fell below that which it purported to possess since it was not sterile but was contaminated with living micro-organisms.

Misbranding, Section 502 (a), a statement in an accompanying leaflet entitled "Bantex Cohesive Gauze Bandage" was false and misleading since it represented and suggested that the article was effective in the treatment and relief of varicose veins and sprains, whereas it was not effective in the treatment of varicose veins and sprains.

**DISPOSITION:** August 8, 1950. Default decree of condemnation and destruction.

**3232. Adulteration of prophylactics. U. S. v. Klingfast Rubber Co. and Clyde W. Martin. Pleas of guilty. Corporation fined \$1,000 and individual defendant \$200, plus costs.** (F. D. C. No. 29437. Sample Nos. 1144-K, 63849-K, 63850-K, 63853-K.)

**INFORMATION FILED:** July 7, 1950, Northern District of Ohio, against the Klingfast Rubber Co., a corporation, Akron, Ohio, and Clyde W. Martin, president of the corporation.

**ALLEGED SHIPMENT:** On or about October 13, 1948, and June 9 and 15 and November 1, 1949, from the State of Ohio into the State of Georgia.

**NATURE OF CHARGE:** Adulteration, Section 501 (c), the quality of the article fell below that which it purported or was represented to possess since it pur-

ported to be a prophylactic, but it was ineffective for prophylaxis because of the presence of holes.

DISPOSITION: October 4, 1950. Pleas of guilty having been entered, the court fined the corporation \$1,000 and the individual defendant \$200, plus costs.

**3233. Adulteration of prophylactics. U. S. v. John M. Adams (Klingfast Sales Co.).** Plea of nolo contendere. Fine of \$300 or imprisonment for 1 year. (F. D. C. No. 29436. Sample Nos. 52359-K, 52364-K.)

INFORMATION FILED: On July 6, 1950, Northern District of Georgia, against John M. Adams, trading as the Klingfast Sales Co., Atlanta, Ga.

ALLEGED SHIPMENT: On or about November 16 and December 7, 1949, from the State of Georgia into the State of Tennessee.

LABEL, IN PART: "Klintab Caps \* \* \* A Cap Type Rubber Glans Sheath \* \* \* Manufacturer Klingfast Rubber Co. Akron, Ohio."

NATURE OF CHARGE: Adulteration, Section 501 (c), the quality of the article fell below that which it purported and was represented to possess. The article purported and was represented to be a prophylactic, whereas it was not a prophylactic, but was ineffective for prophylaxis because of the presence of holes.

DISPOSITION: August 28, 1950. A plea of nolo contendere having been entered, the court sentenced the defendant to pay a fine of \$300 or to serve 1 year in jail.

#### DRUGS AND DEVICES ACTIONABLE BECAUSE OF FALSE AND MISLEADING CLAIMS

##### DRUGS FOR HUMAN USE\*

**3234. Misbranding of Raysol. U. S. v. 9 Bottles \* \* \*. (F. D. C. No. 27783. Sample No. 47595-K.)**

LIBEL FILED: August 22, 1949, District of Columbia.

ALLEGED SHIPMENT: On or about May 16, 1949, from Kitchener, Ontario, Canada, to Prince Frederick, Md., and from the latter point into the District of Columbia.

PRODUCT: 9 6-ounce bottles of *Raysol* at Washington, D. C. Examination showed that the product consisted of a water solution of calcium chloride, magnesium chloride, sodium chloride, and small amounts of other mineral salts, including potassium, iron, and iodine compounds.

LABEL, IN PART: "Raysol \* \* \* The Raysol Co. P. O. Box 4335 Washington, D. C."

NATURE OF CHARGE: Misbranding, Section 502 (a), certain statements in an accompanying circular entitled "Raysol \* \* \* The Raysol Company P. O. Box 4335 Washington, D. C." were false and misleading. The statements represented and suggested that the article was effective in the treatment of diabetes, anemia, angina pectoris, circulatory disorders, stomach ailments, kidney and bladder trouble, high blood pressure, arthritic and rheumatic pains, stomach ulcers, and ill health associated with a depletion of the minerals in the blood; and that the article would be effective for revitalizing the blood and for serving as a "Great, God-given Remedy." The article was not effective.

\*See also Nos. 3221, 3222, 3225-3227, 3231.